

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawaii 96813

June, 2010

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Land Board Members:

SUBJECT: EXTENSION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE DEPARTMENT OF LAND AND NATURAL RESOURCES' DIVISION OF FORESTRY AND WILDLIFE (DOFAW), AND THE KOOLAU HUNTER VOLUNTEER GROUP (KHVG), TO FACILITATE THE MANAGEMENT OF PUBLIC HUNTING IN PORTIONS OF THE EAST MAUI WATERSHED AND THE KOOLAU AND MAKAWAO FOREST RESERVES

BACKGROUND

An existing MOU provides a cooperative arrangement by which KHVG assists DOFAW by managing the terms of hunter access, protection of facilities, and hunting data management; for portions of the East Maui Watershed within the Koolau and Makawao Forest Reserves. The agreement is increased hunting opportunities in exchange for greater control of feral animals

Both DOFAW and the KHVG wish to extend the existing MOU as is in its entirety, with the exceptions that:

- 1) The terms of the MOU shall be for a period of ten (10) years, and if the agreement expires; it will automatically be renewed on a year to year basis; and
- 2) The agreement may be terminated at any time by either party upon receipt of thirty (30) days written notice.

The draft MOU is attached.

RECOMMENDATIONS

That the Board of Land and Natural Resources:

Approve entering into the MOU and authorize the Chairperson to develop and execute a Memorandum of Understanding between DOFAW and the KHVG for a 10 year period as described above, subject to review and approval of the Attorney General's office and such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the state.

Respectfully submitted,

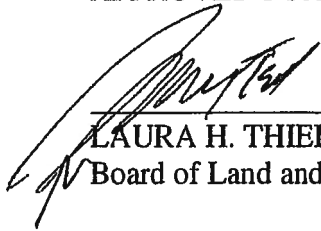


PAUL J. CONRY  
Administrator

Attachment A: Copy of the existing Memorandum of Understanding of 1/13/1998.

Attachment B: Signed Memorandum of Understanding with new conditions of renewal and termination

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson  
Board of Land and Natural Resources

## ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE KOOLAU HUNTER VOLUNTEER GROUP AND THE  
STATE OF HAWAII, DEPARTMENT OF LAND & NATURAL RESOURCES

This Memorandum of Understanding (MOU), made and entered into on this day of January 15, 1998, by and between the Koolau Hunter Volunteer group hereinafter referred to as "KHVG" and the State of Hawaii by its Division of Forestry and Wildlife, hereinafter called the "Division".

WHEREAS, the East Maui Watershed Partnership was established in November, 1991 for the purpose of the protection of the East Maui Watershed area located on the eastern slopes of Haleakala, Maui,

WHEREAS, in keeping with one objective of the Partnership, a hunting plan was established to increase public hunting access in the watershed area within the Koolau and Makawao Forest Reserves for the purpose of controlling feral animals in the watershed.

WHEREAS, public hunters have indicated a desire to assist the Division in the implementation and management of the public hunt in the watershed as volunteers.

THEREFORE, the public hunters having formed the Koolau Hunter Volunteer Group (KHVG), in consideration of the conditions hereinafter set forth, do hereby enter into a memorandum of understanding with the Division to assist in the implementation of a public hunt in the Koolau and Makawao Forest Reserves through a mutually agreed plan for public hunting as set forth by the following terms and conditions:

1. The terms of the MOU shall be for a period of two (2) years unless otherwise terminated, modified, or extended.
2. KHVG pledges to assist the Division in the implementation and management of a fair and equitable public hunting program in the watersheds of Koolau and Makawao Forest Reserves being the East Maui Watershed partnership area.
3. KHVG pledges to adhere to and carryout the hunting program components as set forth in the plan "Proposed Public Hunting for the Koolau Forest Reserve".
4. KHVG pledges not to limit its membership and to accommodate all interested and qualified hunters requesting membership.

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5. KHVG pledges to assist the Division in protecting and maintaining the watershed in a clean and healthy condition.
6. KHVG pledges to assist the Division in protecting and maintaining all facilities installed for the public hunting program.
7. KHVG pledges to assist the Division in working cooperatively with officers of the Division of Conservation and Resources Enforcement.
8. KHVG pledges to assist the Division in recording and maintaining data on the public hunt, and record information on management, and that the data and information will be made available to the Division upon request.
9. The Division and/or KHVG may amend, cancel, or extend this MOU at any time, provided that the Division and KHVG mutually agree to the proposed changes.

IN WITNESS WHEREOF, the parties hereto have executed the MOU as of the day and year first above written.

Koolau Hunter Volunteer Group

Jeffrey Delgado

STATE OF HAWAII, Division of Forestry

Wesley H.C. Wong, Jr.

Wesley H.C. Wong, Jr., District Manager

Michael G. Buck

Michael G. Buck, Administrator

APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General

Date: 1/13/98

## ATTACHMENT B

MEMORANDUM OF UNDERSTANDING BETWEEN THE KO'OLAU HUNTER  
VOLUNTEER GROUP AND THE STATE OF HAWAII, DEPARTMENT OF LAND &  
NATURAL RESOURCES

This Memorandum of Understanding (MOU), made and entered into on this day of April 15, 2010, by and between the Ko'olau Hunter Volunteer Group hereinafter referred to as "KHVG", a legal not for profit organization registered with the DCCA, and the State of Hawaii by its Division of Forestry and Wildlife, hereinafter called the "Division"

WHEREAS, the East Maui Watershed Partnership was established in November, 1991 for the purpose of the protection of the East Maui Watershed area located on the northern and eastern slopes of Haleakala, Maui.

WHEREAS, in keeping with one objective of the Partnership, a hunting plan was established to increase public hunting access in the watershed area within the Ko'olau and Makawao Forest Reserves for the purpose of controlling feral animals in the watershed.

WHEREAS, public hunters have indicated a desire to assist the Division in the implementation and management of the public hunt in the watershed as volunteers.

THEREFORE, the public hunters having formed the Ko'olau Hunter Volunteer Group (KHVG), in consideration of the conditions hereinafter set forth, do hereby enter into a memorandum of understanding with the Division to assist in the implementation of a public hunt in the Ko'olau and Makawao Forest Reserves through a mutually agreed plan for public hunting as set forth by the following terms and conditions:

- 1) The terms of the MOU shall be a period of ten (10) years, if after the agreement has expired; the agreement will automatically be renewed on a year to year basis unless the Agreement is terminated by either party upon receipt of thirty (30) days written notification.
- 2) This Agreement may be terminated prior to expiration by either party upon receipt of thirty (30) days written notification.
- 3) KHVG pledges to assist the Division in the implementation and management of a fair and equitable public hunting program in the watersheds of Ko'olau and Makawao Forest Reserves being the East Maui Watershed Partnership area.
- 4) KHVG pledges to adhere to and carry out the hunting program components as set forth in the plan "Proposed Public Hunting for the Ko'olau and Makawao Forest Reserves".
- 5) KHVG pledges not to limit its membership and to accommodate all interested and qualified hunters requesting membership.
- 6) KHVG pledges to assist the Division in protecting and maintaining the watershed in a clean and healthy condition.
- 7) KHVG pledges to assist the Division in protecting and maintaining all facilities installed for the public hunting program.

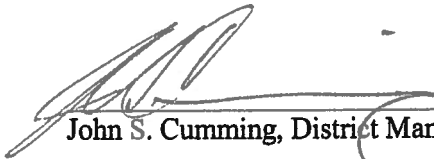
- 8) KHVG pledges to assist the Division in working cooperatively with the officers of the Division of Conservation and Resources Enforcement.
- 9) KHVG pledges to assist the Division in recording and maintaining data on the public hunt, and recording information on management, and that the date and information will be made available to the Division upon request.
- 10) The Division and/or KHVG may amend, cancel, or extend this MOU at any time, provided that the Division and KHVG mutually agree to the proposed changes.

IN WITNESS WHEREOF, the parties hereto have executed the MOU as of the day and year first above written.

Ko'olau Hunter Volunteer Group

  
Jeffery DeRago, President KHVG

STATE OF HAWAII, Division of Forestry

  
John S. Cumming, District Manager

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Paul J. Conry, Administrator